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1989

AGREEMENT BETWEEN CEDAR GROVE BOARD OF EDUCATION
AND
CEDAR GROVE ASSOCIATION OF EDUCATIONAL SECRETARIES

PREAMBLE

This Agreement is entered into this first day of July, 1987 by and between the Board of Education of Cedar Grove, New Jersey, hereinafter called the "Board" and the Cedar Grove Association of Educational Secretaries, hereinafter called the "Association."

The Board has an obligation, pursuant to Law and Regulation, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

The parties have reached certain understandings which they desire to confirm in this Agreement.

The Board and the Association agree as follows:

ARTICLE I TERM OF THE AGREEMENT

This agreement shall take effect on July 1, 1987 and end on June 30, 1990 but with the approval of both parties hereto may be renewed for successive terms of one year each, subject to such modifications as may be mutually agreed upon for any such year.

ARTICLE II RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for negotiations as required by law for the following employees:

Full-time twelve month secretaries, (principal's, clerical, bookkeeper)
Full-time ten month secretaries, (principal's, clerical, bookkeeper)
Part-time secretaries under contract

When referring to individual(s) in the above categories, the term "employee" will be used.

ARTICLE III SELECTED EMPLOYMENT PRACTICES

1. All full-time secretaries must be eligible to join the pension system before employment.
2. Prior to commencing work all full-time secretaries must be examined by the School Medical Director or by someone approved by the Medical Director.
3. Two weeks minimum notice shall be given in order to terminate services. A shorter period of time may be mutually agreed upon.

ARTICLE IV WORK YEAR

1. All full-time secretaries shall follow a work calendar recommended by the Superintendent of School and approved by the Board.
2. All twelve month employees of the Board (professional, secretarial and custodial) shall follow the same calendar.
3. All ten month full and part-time employees shall begin their work year September 1 and end their work year on June 30. After school starts for teachers, they shall follow the teacher calendar until school closes.

x July 1, 1987 June 30, 1990

ARTICLE V WORK WEEK

1. All full-time employees will work a 35 hour week exclusive of lunch.
2. Hours worked in excess of thirty five per week will be rounded off to the nearest hour and the employee will be given compensatory time on the basis of a one for one ratio.
3. Office hours are established by the Superintendent of Schools with the approval of the Board.

ARTICLE VI VACATIONS

1. Full-time twelve month secretaries are entitled to ten(10) work days vacation per year for the first three years of employment. During the first year (July 1-June 30) of employment a secretary serving over six months will be given vacation pro-rated. Example-A twelve month secretary beginning employment on January 1, would have worked six months by June 30. This would entitle her to half of the vacation time for one year. This would be five days.
2. After three years of employment a secretary is entitled to fifteen(15) work days of vacation; sixteen(16) work days in the eleventh year; seventeen(17) work days in the twelfth year; eighteen(18) work days in the thirteenth year; nineteen(19) work days in the fourteenth year; and twenty(20) work days vacation in the fifteenth year.
3. Vacations will be granted and must be taken only in the contract year following the year in which they were earned.
4. Vacation days cannot be accumulative from year to year.
5. A secretary leaving the school system shall be paid for vacation time earned but not received. The rate amount will be calculated using the salary of the year in which the vacation was earned.
6. All vacations must be cleared with the secretary's immediate superior and submitted to the Superintendent of Schools for approval.
7. All ten month employees will be entitled to the regular school vacations except the periods from the first working day in September to the opening of school, and the last day of school in June to June 30.
8. All twelve month personnel shall be entitled to thirteen paid holidays per contract year. In the event any holiday falls within an employee's scheduled vacation time an equivalent day will be granted. Should an employee be required to work on a scheduled holiday an equivalent day will be granted.

ARTICLE VII EXTENDED LEAVE OF ABSENCE

1. A secretary on tenure shall be granted a leave of absence, at the Board's discretion, without pay for up to one(1) year.
2. All extensions or renewals of leave shall be applied for in writing by March 1 of the calendar year in which the leave is requested and may be granted at the Board's discretion.
3. A secretary's unused accumulated sick leave and her position on the Salary Guide to which she was entitled at the time her leave of absence commenced shall be restored to her upon her return.

4. Staff members on leave will not have benefits paid by the Board. Each individual must make arrangements for payment with the Board Secretary's office for those to be continued.
5. Should a staff member be called for jury duty and not eligible for exemption during the school year, service shall not be charged to any of the previously mentioned categories. The staff member shall receive full salary.

6. MATERNITY/CHILD CARE LEAVE OF ABSENCE

A. The Board shall grant any tenured employee an unpaid leave of absence to the purpose of giving birth or providing child care or both. Application for this grant to non-tenured employees is subsumed under the remaining paragraphs of this article.

B. Length of Leave

1. Maternity with Child Care: A tenured staff member who gives birth on or after January 31 may be granted an unpaid maternity leave with child care not to exceed the following school year. A tenured staff member giving birth prior to January 31 shall return the following September in accordance with the school calendar. Non-tenured staff members may be given unpaid maternity leave with child care not to extend beyond the end of the academic year in which delivery occurs.
2. Child Care: A tenured employee may be granted an unpaid leave of absence for child care purposes under the following conditions:
 - a. For a natural born child
 - (1) If the child is born on or after January 31, the staff member may request leave not to exceed the following school year.
 - (2) If the child is born prior to January 31, the staff member shall return the following September.
 - (3) The request for such leave shall be made for an infant no older than two months.
 - (4) Non-tenured staff members may request child care leave not to extend beyond the end of the academic year in which the child is born.
 - b. For an Adopted Child

If the child is of pre-kindergarten age by Cedar Grove entrance age requirements at the time of adoption, a staff member may request a leave of not more than one school year. It is understood that the staff member will return at the start of the fall term.

B. Procedures

1. Maternity

- a. Employee should notify the Chief School Administrator of her pregnancy as soon as possible so that a suitable replacement may be secured.

The staff member shall also notify the Chief School Administrator of her intention to utilize accumulated sick leave up to a maximum of forty(40) days during the period of disability.

- b. It is required that a physician's statement, attesting to her general health, how long she may continue normal duties, the expected date of birth and expected date of return shall be submitted.

c. Prior to returning to work, the employee shall submit a physician's statement certifying her ability to resume normal duties.

C. Procedures

2. Child Care

a. Notice of the commencement of child care leave shall be submitted to the Chief School Administrator no less than sixty(60) days prior to the leave's start and shall include commencement and termination dates of such leave.

b. Application for child care leave may be included in request submitted for maternity leave.

3. A statement of intent to return to normal duties for either of these leaves or a combination of them shall be submitted to the Chief School Administrator no later than March 1.

D. Benefits, Salary

1. Leaves granted under this article are without salary.

2. Employees on such leave shall be entitled to no benefits while on leave except as provided by law.

3. An employee wishing to continue health insurance coverage may purchase any or all available coverage as permitted by the carrier by paying in advance to the Board the premium rates charges to the Board by its insurance carrier.

ARTICLE VIII SICK LEAVE

1. All twelve month personnel shall be entitled to twelve(12) sick leave days each year. Unused sick leave days shall be accumulative without limit.

2. All ten month personnel shall be entitled to ten(10) days sick leave each school year. Unused sick leave days shall be accumulative without limit.

3. Secretaries shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

4. A doctor's certificate stating the illness, the inability of the secretary to report for work, and the period of sick disability may be required.

ARTICLE IX ABSENCES

1. **ABSENCE FOR BUSINESS WHICH CANNOT BE HANDLED OUTSIDE OF SCHOOL HOURS.**
Occasionally an employee needs to be away from work. Except in emergencies the employee should submit a request on the "Request for Absence Form" to the Superintendent of Schools through the building principal or supervisor sufficiently in advance to permit proper coverage to be arranged. Each employee may request no more than four(4) days per year. Reasons for such leave include but are not limited to:

- | | |
|--------------------------|-----------------------|
| 1. Marriage | 5. Religious holidays |
| 2. Court appearance | 6. Accident, fire |
| 3. Academic examinations | 7. Personal business |
| 4. Graduation exercises | 8. Legal proceedings |

2. Death

Three(3) days' absence will be permitted when death occurs in the immediate family.

Immediate family is considered to be husband, wife, son, daughter, mother, mother-in-law, father, father-in-law, brother, or sister. One(1) day's absence will be permitted, if necessary, to attend the funeral of a grandparent, in-law, uncle, aunt, niece, or nephew. Any extension of this leave may be granted for just cause on recommendation of the Superintendent of Schools.

3. The above days shall not be accumulative.

4. Salary Deduction

A salary deduction on the basis of 1/250 for twelve month secretaries and 1/200 for ten month secretaries will be made for time in excess of that permitted. The superintendent shall report to the Board those people who have exceeded the allowable number of days. Adjustments in salary will be made within a two month period. Each case will be handled on its own merit by the Superintendent for recommendation for the Board. Final salary adjustments, if necessary, will be made in June.

ARTICLE X GRIEVANCES

A. Definition

1. A grievance is a claim by a secretary (group of secretaries) or her representative that she has suffered harm by the interpretation, application of violation of policies, agreements and administrative decisions affecting her.
2. A grievance to be considered under this procedure must be initiated in writing within thirty(30) work days from the time when the grievant knew or should have known of its occurrence.

B. Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by herself or, at her option, by the Association, or by a representative selected or approved by the Association.
2. When a secretary is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent and at any later level, be notified by the Superintendent as to the nature of the grievance, when the hearing will be held and the result.

C. Procedure

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified limits shall be deemed to be waiver of further appeal of the decision.
 - b. It is understood that any secretary grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
 - c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Any secretary grievant who has a grievance shall, in an attempt to resolve the matter informally at that level, discuss it first with her principal or immediate administrative officer who shall give his decision within five(5) work days.

3. No later than six(6) work days after receipt of the decision of her principal or immediate superior the secretary grievant may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:
 - a. The nature of the grievance
 - b. The nature and extent of the injury, loss or inconvenience
 - c. The results of previous discussions
 - d. Her dissatisfaction with decisions previously rendered

The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed seven(7) work days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the secretary grievant, to the Association and to the principal or other immediate superior.

4. Any time within six(6) work days a secretary may request in writing a Review Panel to further explore the grievance. In the written request the secretary must name her representative. Within two(2) work days the Superintendent shall name a second member of the Review Panel. Within two(2) additional work days the two members so named shall name a third member. These people shall constitute the Review Panel. The members of the Panel must be employees of the Board included in job classifications represented by the Association for purposes of negotiations. Within three(3) work days the Panel will meet with the dissatisfied secretary to review her grievance. The Review Panel may also accept such oral or written statements of other persons as it may deem appropriate. If at least two members of the Reveiw Panel agree in whole or in part with the secretary's position, the Panel, at its option, may request a conference to be held within the next twenty(20) work days or at such other date as may be mutually agreeable. At such conference the Review Panel and the secretary will be given a reasonable opportunity to present the facts related to the complaint and their position relating thereto including such voluntary oral or written statements of other persons as they deem important. The Board may also consider such oral or written statements of other persons as it may deem appropriate. With ten(10) work days after such conference(s) the Board will prepare a written decision on the complaint, copies of which will be delivered to the secretary and each member of the Panel by the Superintendent. For the purposes of Article X of this agreement, the Board's decision shall be final and conclusive.
5. If the secretary so chooses, she may eliminate step four(4) and no later than five(5) work days after receipt of the Superintendent's decision may request a hearing with the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board. Within fifteen(15) work days after receipt of the request the Board, or a committee thereof, shall hold a hearing with the secretary grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within ten(10) work days of the completion of the hearing.

Nothing herein is intended as an infringement upon or limitation of any rights under law, of an employee of the Board.

ARTICLE XI SALARY

1. Salary schedules for the 1987-88; 1988-89 and 1989-90 agreement years are attached.
2. Those already receiving longevity for years 11 through 14 will continue to do so. Those receiving an honorarium will be entitled to continue that honorarium or elect longevity at the proper step, whichever is the higher.
3. Longevity will be included in the base salary for pension purposes.
4. Each employee will move one step, as designated by letters on the guide for each year of satisfactory service.

SEPARATION PAY:

After fifteen years of service in the Cedar Grove School District, an employee shall be entitled to separation pay at the rate of \$10 dollars per day for each day of accumulated sick leave beginning with day 51 and extending to day 150. The maximum amount paid will be \$1,000. In the event of an employee's death, this benefit shall be paid to the estate.

1987-1988 SALARY GUIDE

STEP	SUB CO-ORD.	SECY/CLERK/BKKPR.		PRINCIPAL'S SECY.		HEAD BKKPR.
		10 MO.	12 MO.	10 MO.	12 MO.	12 MO.
1	(N)	11,500	14,320	12,030	14,810	15,620
2	(M)	12,020	14,770	12,510	15,380	16,190
3	(L)	12,190	15,120	12,690	15,640	16,450
4	(K)	12,590	15,530	13,110	16,170	16,980
5	(J)	13,010	16,040	13,550	16,710	17,520
6	(I)	13,430	16,560	13,990	17,250	18,060
7	(H)	13,860	17,080	14,430	17,790	18,650
8	(G)	14,250	17,570	14,840	18,300	19,110
9	(F)	14,690	18,110	15,300	18,870	19,680
10	(E)	15,100	18,630	15,730	19,400	20,370
11	(D)	15,590	19,230	16,240	20,030	21,030
12	(C)	16,560	20,420	17,250	21,270	22,330
13						
14	(B)	17,530	21,620	18,260	22,520	23,650
15						
16	(A)	18,590	22,940	19,360	23,890	25,080
17						

All increments are granted on the recommendation of the Superintendent of Schools and with the approval of the Board of Education.

LONGEVITY PAYMENTS: 15th Year-\$400 : 20th Year-\$500 25th Year-\$750

Those receiving \$100 longevity (11 to 14 years) are grandfathered.

1988-1989 SALARY GUIDE

STEP	SUB CO-ORD.	SECY/CLERK/BKKPR.		PRINCIPAL'S SECY.		HEAD BKKPR.
		10 MO.	12 MO.	10 MO.	12 MO.	12 MO.
M		12,000	14,880	12,560	15,500	16,300
L		12,430	15,350	12,950	15,980	16,780
K		12,810	15,820	13,350	16,480	17,280
J		13,250	16,360	13,800	17,040	17,840
I		13,690	16,900	14,260	17,610	18,490
H		14,130	17,440	14,720	18,160	19,090
G		14,560	17,980	15,170	18,730	19,660
F		15,010	18,530	15,640	19,300	20,260
E		15,440	19,070	16,090	19,860	20,850
D		16,390	20,240	17,050	21,080	22,130
C		17,400	21,490	18,030	22,390	23,500
B		18,330	22,750	19,200	23,700	24,880
A	7,860	19,640	24,240	20,430	25,260	26,520

All increments are granted on the recommendation of the Superintendent of Schools and with the approval of the Board of Education.

LONGEVITY PAYMENTS: 15th Year-\$400 20th Year-\$500 25th Year-\$750

Those receiving \$100 longevity (11 to 14 years) are grandfathered.

1989-1990 SALARY GUIDE

<u>STEP</u>	<u>SUB CO-ORD.</u>	<u>SECY/CLERK/BKKPR. 10 MO. 12 MO.</u>	<u>PRINCIPAL'S SECY. 10 MO. 12 MO.</u>	<u>HEAD BKKPR. 12 MO.</u>
L		12,600 15,500	13,080 16,150	16,950
K		13,000 15,990	13,490 16,660	17,490
J		13,390 16,480	13,910 17,160	18,020
I		13,850 17,040	14,380 17,750	18,640
H		14,310 17,610	14,860 18,350	19,270
G		14,720 18,170	15,340 18,930	19,880
F		15,170 18,730	15,810 19,510	20,480
E		16,090 19,870	16,760 20,700	21,730
D		17,080 21,080	17,790 21,960	23,060
C		18,130 22,390	18,790 23,330	24,500
B		19,190 23,700	19,900 24,690	25,920
A	8,210	20,520 25,340	21,380 26,400	28,560

All increments are granted on the recommendation of the Superintendent of Schools and with the approval of the Board of Education

LONGEVITY PAYMENTS: 15th Year-\$400 20th Year-\$500 25th Year-\$750

Those receiving \$100 longevity (11 to 14 years) are grandfathered.

ARTICLE XII INSURANCE PROTECTION

For the duration of this Agreement the Board shall continue to make available the following health care protection:

- A. The Board shall pay the full coverage premium to the New Jersey State Health Benefits Program provided the employee does not have similar coverage in the same or any other program.
- B. The individual staff member shall be responsible for completion and filing of application forms with the Board Secretary. Coverage will become effective in accord with the terms of the insurance contracts held by the Board.
- C. The Board and the Association are greatly concerned with the ever increasing cost of employees' and their dependents' hospitalization and the unnecessary waste of insurance premium dollars because of duplicate coverage and the failure of employees to notify the Board Secretary's office of a change in the employee's status. Therefore, in an effort to avoid unnecessary waste of insurance premium dollars, the Association agrees to urge its membership to terminate duplicate coverage and promptly file reports of change in status. Furthermore, each staff member will be required to list annually on a form distributed by the Board Secretary his or her eligible dependents with their birth dates and file said list in the Board Secretary's office by May 15 for the following school year.
- D. The Board shall provide and administer a prescription drug plan for the employee and eligible dependents based on \$1.00 co-pay plan. The carrier may be changed from time to time at the discretion of the Board after consultation with the Association.

Staff members who retire after January 1, 1984 may elect to continue prescription coverage on a voluntary and pre-paid basis. Payment for the coverage is the obligation of the retiree and shall be made to the Board quarterly in advance of the coverage.

- E. The Board shall provide and administer a full-family dental plan including orthodonture.

Staff members who retire may elect to continue the dental plan coverage on a voluntary and prepaid basis. Payment for the coverage is the obligation of the retiree and shall be made to the board in advance of the coverage.

100% Preventive and Diagnostic
70% Rest of basic except crown and bridge
50% Major work
50% Orthodontia up to a maximum of \$1200

No Deductible.

ARTICLE XIII CHANGE OF ASSIGNMENT

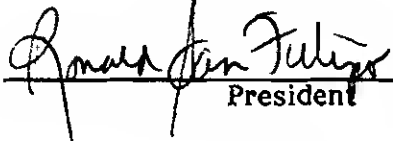
1. Secretaries desirous of a change of assignment may request such consideration by writing a letter to the Superintendent of Schools with a copy to the building principal or immediate administrative officer.
2. Secretaries may be transferred within their job category. Notice of such changes shall be given to the individual as soon as practicable. The secretary shall have the right to meet with her Association representative and the Superintendent to discuss the proposed assignment. If not satisfied at this point, the secretary and/or the Association representative may discuss the proposed assignment with the Board.
3. Full-time ten month personnel transferring to twelve month positions shall be given full credit on the salary guide, vacation schedule and sick leave benefits for time in district.
4. Part-time personnel transferring to full-time positions shall be given full credit pro rata on the basis of time worked.
5. In the event a contract employee is asked to work in a position of greater responsibility and higher salary as indicated in this Agreement, that employee will receive additional compensation after 20 working days. Such compensation to be paid for those twenty days as well as future work days in the position. The compensation will be based on .75 of the difference between the daily rates of pay for the two positions at the employee's guide step. The daily rate to be calculated at 1/200 of each salary for 10 month positions and 1/250 for 12 month positions.

ARTICLE XIV DURATION OF THE AGREEMENT

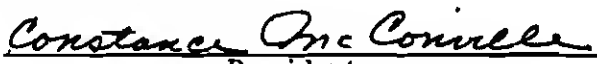
This Agreement shall take effect on July 1, 1987 and end on June 30, 1990.

IN WITNESS WHEREOF, the Board and the Association have caused this agreement to be signed as of the date first above mentioned.

CEDAR GROVE BOARD OF EDUCATION

2/23/88 BY 
Date President

CEDAR GROVE ASSOCIATION OF EDUCATIONAL
SECRETARIES

2/23/88 BY 
Date President